

EXHIBIT E

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**AMENDMENT NO. 1
TO
SALES, MARKETING AND OPERATING AGREEMENT**

This Amendment No. 1 is entered into as of the 1st day of January, 2004 and amends the Sales, Marketing and Operating Agreement (the "Agreement") dated as of January 1, 2003 between Johnson Emu, Inc. ("JEI") and Nutrition & Fitness, Inc. ("NFI"). Unless otherwise defined, capitalized terms utilized herein have the meanings assigned to them in the Agreement.

RECITALS

JEI and NFI entered into the Agreement effective as of January 1, 2003. Pursuant to the Agreement, NFI has manufactured, marketed and sold Emu Products containing emu oil purchased from JEI. Section 3.1 of the Agreement provides that except in certain situations defined in Section 3.2 of the Agreement, NFI shall have the exclusive worldwide marketing, distribution and advertising rights for all products containing emu oil supplied by JEI. JEI has entered into discussions with certain marketing, sales and distribution companies about the possibility of selling products containing emu oil purchased from JEI in markets that are not targeted by NFI. The parties desire that the Agreement be amended to allow JEI to sell emu oil to parties other than NFI who will market, distribute and sell products containing such emu oil in markets other than the mass market retailing establishments targeted by NFI.

AGREEMENT

In consideration of the premises and the mutual obligations contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by JEI and NFI, the parties agree as follows:

1. Section 3.1 of the Agreement is hereby amended by deleting the last sentence of Section 3.1 and substituting therefor the following:

Notwithstanding anything to the contrary contained in this Section 3, JEI shall have the right to develop, manufacture, distribute, market, advertise and sell products, or to contract with others to develop, manufacture, distribute, market, advertise and sell products containing emu oil supplied by JEI in markets other than the Mass Retail Market. For purposes of this Section 3.1, the phrase "Mass Retail Market" shall mean all national drug store chains, national supermarket chains, mass market discount retailers and club retailers (e.g. Sam's Club, Price Club, Costco). The Mass Retail Market shall not include (i) direct sales, whether through infomercials, telephone sales, direct mail marketing, e-mail or web sales or similar direct marketing, or (ii) sales to specialty stores (even if they are national chain specialty stores), health clubs, spas, local grocery store and drug store chains, independent retailers or any other outlets outside the Mass Retail Market. If JEI or any party it contracts with develops a product that the owner of the

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product believes is appropriate for distribution in the Mass Retail Market, NFI will be offered a right of first refusal to distribute such product in the Mass Retail Market. NFI shall have ninety (90) days after being offered the product within which to enter into an agreement to distribute such product. Any such agreement shall be on terms reasonably acceptable to the parties and consistent with industry standards. If NFI does not undertake to distribute such product within such time period, JEI or its contracting party shall have the right to distribute such product in the Mass Retail Market.

2. Except for the amendments set forth above, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, this Amendment is entered into by the undersigned as of the date set forth above.

JOHNSON EMU INC.

By: Its: VICE PRESIDENT

NUTRITION & FITNESS INC.

By: Its: CHARACTER